

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH DAKOTA

In re:)	Bankr. Case No. 04-10000
)	Chapter 7
JANE A. ANONYMOUS,)	
f/d/b/a Anne's Pottes 'n Pannes, ¹)	REAFFIRMATION AGREEMENT
)	AND DECLARATION OF ATTORNEY
Debtor.)	(SECURED DEBT) ²

1. Debtor Jane A. Anonymous and Creditor Eighth National Bank agree that Debtor reaffirms the debt she owes to Creditor.³

2. This debt is secured by a lien against Debtor's 1975 AMC Gremlin. Debtor and Creditor agree this property is worth \$1,550.00.

3. Debtor agrees to pay Creditor principal of \$1,550.00⁴ and interest at the rate of 12% per year. Interest will begin to accrue on September 1, 2004. Debtor will make 36 monthly payments of \$51.50, for a total of \$1,854.00. Debtor's first payment will be due on October 1, 2004.⁵ The principal amount does not include any attorney fees or other costs incurred by the Creditor.⁶

4. The parties' original note and security agreement dated April 1, 2003 are:

- ☐ unchanged.
- ☒ changed as follows: The amount owed has been reduced to the value of the collateral. The monthly payment has been reduced by \$49.50. The term has been extended 12 months.

5. **This agreement may be rescinded at any time prior to discharge or within 60 days after it is filed with the Court, whichever occurs later, by giving written notice of rescission to Creditor at the address set forth below.**

6. **Reaffirmation of this debt is not required under the Bankruptcy Code, under nonbankruptcy law, or under any agreement not in accordance with the provisions of 11 U.S.C. § 524(c).**

Dated: September 4, 2004

Jane A. Anonymous

Dated: September 1, 2004

Guy N.A. Greysoot
Eighth National Bank

Appendix 39 (cont'd)

DECLARATION OF ATTORNEY⁷

I declare under penalty of perjury that I have represented Debtor Jane A. Anonymous in connection with this agreement, that this agreement represents a fully informed and voluntary agreement by Debtor, that this agreement does not impose an undue hardship on Debtor or a dependent of Debtor, and that I have fully advised Debtor of the legal effect and consequences of this agreement and any default under it.

Dated: September 4, 2004

Joseph J. Jones, Esq.
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SEE COMMITTEE NOTES ON FOLLOWING PAGE

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